New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, New Jersey 08054
www.njsig.org

Request for proposal: U-2022-0001

For: Property appraisal services

Event	Date
RFP Posted:	6/3/2022
Questions regarding the RFP:	6/17/2022
Answers regarding the RFP posted:	7/1/2022
RFP proposals due:	8/19/2022
NJSIG Board of Trustees Approval:	9/2022
Contract effective date:	1/1/2023

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the NJSIG website.

Table of Contents

1 Information for proposers 4
1.1 Purpose and intent 4
1.2 Organizational background 4
1.3 Background for the requested proposal 4
1.4 RFP objective 5
1.5 Scope of work 5
1.6 Questions regarding the requested proposal 7
1.7 Addenda 7
1.8 Proposer responsibility 8
1.9 Cost liability 8
1.10 Contents of proposal 8
1.11 Price alteration 9
1.12 Proposal errors 9
1.13 Joint venture 10
1.14 Definitions 10
1.14.1 General definitions 10
2 Proposal preparation and submission 11
2.1 Method of submission of proposal 11
2.2 Effect of submission of proposal 11
2.3 Time for submission of proposal 12
2.4 Mandatory contents of proposal 12
2.4.1 Fee proposal 12
2.5 Technical proposal 13
2.5.1 Executive summary 13
2.5.2 General Information 13
2.5.3 Organization profile and experience 13
2.5.4 Qualifications and Experience 15
2.5.5 Compliance information and forms 15
2.5.5.1 Ownership disclosure form 15
2.5.5.2 Business Registration 16

2.5.5.3 Disclosure of Investment Activities in Iran 17
2.5.5.4 Mandatory Equal Employment Opportunity Language 18
2.5.5.5 Record retention 20
2.5.5.6 Subcontractor utilization form 20
3 Special contractual terms and conditions 20
4 Proposal evaluation 25
4.1 Selection criteria 25
4.2 Evaluation Committee 29
4.3 Interview 29
5 Contract award 29
6 Contract administration 30
7 Exhibits 30

1 Information for proposers

1.1 Purpose and intent

The New Jersey Schools Insurance Group ("NJSIG") is seeking proposals from qualified organizations to provide property appraisal services. Your organization is invited to submit a proposal.

This solicitation is conducted in a fair and open process in accordance with the requirements for competitive contracting under the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. This solicitation is specifically seeking proposals from qualified organizations that specialize in the development and support of property appraisal services, within the Scope of Work described below.

1.2 Organizational background

NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with P.L. 1983, c. 108, that provides insurance coverage and risk management services to member school districts.

The concept of pooling is one whereby public entities can join together to provide protection from risks on a group basis. As a school board insurance group, NJSIG is governed by a Board of Trustees which is comprised of school board members, superintendents and business administrators from NJSIG member districts.

By joining NJSIG, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all member districts. NJSIG is comprised of approximately three hundred sixty-five boards of education and charter school districts, and offers members a cost-effective method of obtaining coverage for all property and casualty lines, including but not limited to: workers' compensation, general liability, automobile liability, excess liability, property, errors and omissions, crime, electronic data processing, environmental liability, equipment breakdown, and auto physical damage coverage. NJSIG provides claims administration, underwriting and loss control services for members.

1.3 Background for the requested proposal

NJSIG periodically appraises the property values of its members so as to ensure that the coverage provided is appropriate. These appraisal services are required to appraise the property of all NJSIG members that obtain property coverage.

1.4 RFP objective

NJSIG requires assistance from an experienced property appraisal services company that is capable of providing property appraisal services to NJSIG and its members.

1.5 Scope of work

In accomplishing its work, NJSIG requires assistance from an experienced property appraisal firm that is capable of providing the following services:

- On-site appraisal evaluations of NJSIG members (as per the schedules of covered buildings provided by NJSIG). Appraisals are required to include all building and/or structures, contents and property. The scheduling of the appraisals will be determined by NJSIG with the goal of appraising each member on a four year cycle. Replacement cost new shall be the manner in which valuations are to be derived.

- Digital photographs of all appraised properties shall accompany each appraisal along with separate electronic appraisal reports, by member. Reports should be delivered in PDF Format to NJSIG, the specific member and the broker of record.

- Appraisal reports must include member name, member location (complete address), latitude and longitude (GPS coordinates), occupancy type, stories above ground, year built, structural square footage, ISO class, foundation type, exterior wall finish, roof pitch, roof geometry, roof frame type, roof materials, heating system type, cooling system type, electrical, plumbing, passenger elevators, freight elevators, sprinkler system, manual fire alarms, automatic fire detection, entry alarms, fire hydrant within one-hundred feet, above ground storage tanks, HVAC renovations, wiring renovations, unusual exposures, building replacement cost valuation, contents replacement cost valuation.

- The Proposer must also provide within the appraisal report or by attachment an outline of any exposure concerning items outside the scope of the valuation

including vacant and/or unoccupied structures and additional structures not indicated on the NJSIG schedule of insured locations.

  - Appraisal reports are due within thirty days after the date of inspection. No specific format is required; however, inspection detail reports must include all required data and photos.

- The proposer's will also provide NJSIG, by separate excel spreadsheet, a comparison by member listing any material changes noted on the new appraisal versus the prior appraisal report.

- Proposer must have the ability to assign dedicated lead and support staff to the NJSIG program.

- NJSIG will provide the proposer with critical contact data and as such all appraisals must be via confirmed appointment with the appropriate school business employee. Provider shall not conduct "walk-in" appraisals of members.

- The proposer must attend, through its designated representatives, such meetings of NJSIG as may be requested by NJSIG's Board of Trustees, Underwriting Department or Client Relations Department including educational trainings to our membership when appropriate.

- Proposer must have extensive reporting capabilities as well as data analytical capabilities to produce factual, statistical and accurate exposure data upon request.

- Appraisal reports are due within 30 days of completion including all subsequent documentation noted within this document.

- Proposer must also submit, with each property appraisal, the most current certified Flood Zone Determination Form (SFHDF) as provided via the Department of Homeland Security, Federal Emergency Management Agency which clearly identifies the flood zone for each insured property.

- The proposer must provide a sample property evaluation evincing their ability to evaluate board of education properties similar to those of NJSIG's members.

- NJSIG members have approximately 1750 buildings with permanent foundations over 1,000 square feet and approximately 1550 buildings under 1,000 square feet,

excluding insurable land improvements, storage containers and portable classrooms / trailers (without permanent foundations).

- Insurable land improvements to be appraised include fencing, lighting, signage, flagpoles, etc.; however, these items would be noted with a combined value for each location, not individually appraised. Storage containers and portable classrooms / trailers must also be noted with a combined value for each location.

- NJSIG does not guarantee any minimum or maximum volume activities.

- The proposer must agree to special contractual provisions contained herein.

All proposers must agree that their proposal conforms to the minimum requirements set forth above.

1.6 Questions regarding the requested proposal

NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Any questions received after that date will not be accepted. Answers to questions submitted regarding this RFP, if any, will be posted on the NJSIG website on the date on the cover sheet.

Any proposer that requires a custom questionnaire be completed by NJSIG before submitting a proposal should submit their questionnaire to rfp@njsig.org. The cut-off date for the submission of a questionnaire relating to this RFP is indicated on the cover sheet. Any questionnaires received after that date will not be accepted. Answers to questionnaires relating to this RFP, if any, will be returned to the proposer that submitted the questionnaire on the date indicated on the cover sheet.

1.7 Addenda

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP

and part of any contract awarded as a result of this RFP. All RFP addenda will be issued on the NJSIG web site, and notification will be published.

There are no designated dates for release of addenda. Therefore interested proposers should check the NJSIG website on a daily basis from time of RFP issuance through proposal opening. In the event that an addendum is published after the receipt of a proposal, the proposer will be notified via a method of delivery that provides certification of delivery.

1.8 Proposer responsibility

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP.

1.9 Cost liability

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

1.10 Contents of proposal

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and the common law. Proposals will not be made public until the NJSIG Board of Trustees has awarded a contract.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFP, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs.

1.11 Price alteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.12 Proposal errors

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

1.13 Joint venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. Separate compliance forms must supplied for each party to a joint venture.

1.14 Definitions

1.14.1 General definitions

Addendum – Written clarification or revision to this RFP issued by NJSIG.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the proposer. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

Proposer – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the proposer's proposal submitted in response to this RFP, as accepted by NJSIG.

Director – Executive Director, NJSIG.

Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal ("RFP") – This document which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs of NJSIG as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

2 Proposal preparation and submission

2.1 Method of submission of proposal

Submit one paper copy, clearly marked as "COPY," plus an original electronic copy, clearly marked as "ORIGINAL," via NJSIG's website. Signatures must be official handwritten signatures in ink. The electronic copy of the proposal must be in portable document format (".pdf"). The maximum file size for each .pdf is ten (10) megabytes. The maximum number of files in a submission is ten (10). The proposal must be addressed to:

Request for Proposal Number U-2022-0001
New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, NJ 08054

Proposals submitted via any other method, including facsimile or electronic mail, will not be accepted.

2.2 Effect of submission of proposal

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the proposer.

2.3 Time for submission of proposal

In order to be considered for award, the proposal must be received by NJSIG by the method outlined above and by the required time. Any proposal not received by the cutoff date on the cover page of this RFP may be rejected. Proposals must be received by 11:00 a.m. on the date indicated on the cover sheet.

Proposers using any delivery service should allow additional time for delivery, as the proposal must be received by the cutoff date and time.

Proposals will be opened at 5:00 p.m. on the cutoff date.

2.4 Mandatory contents of proposal

The proposal must be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Fee Proposal (Section 2.4.1)

Section 2 – Executive summary (Section 2.5.1)

Section 3 – General Information (Section 2.5.2)

Section 4 – Organization profile and experience (Section 2.5.3)

Section 5 – Qualifications and Experience (Section 2.5.4)

Section 6 – Compliance information and forms (Section 2.5.5)

2.4.1 Fee proposal

- A fee proposal – Separate fee proposals are requested for the completion of this project based on:

    a. An hourly rate proposal, with the hourly rate for each proposed employee that would be assigned to provide this service to NJSIG.

2.5 Technical proposal

In this Section, the organization shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section. The organization must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal must contain at least the following information:

2.5.1 Executive summary

An executive summary of not more than three pages identifying and substantiating why the organization is best qualified to provide the requested software and services.

2.5.2 General Information

The Response must detail the organization's experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below.

All portions of this RFP and the Response are considered to be part of the services agreement and will be incorporated by reference therein.

All the requirements in the Mandatory Contents of Proposal, Section 2.4, must be complied with in order for the Response to be considered responsive to this RFP and complete.

A Response must evidence ability to protect NJSIG from errors and omissions. The Respondent(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFP can be obtained. The Response must include the requested evidence of insurance and financial capacity as indicated.

Provide copies of audited financial statements for your organization or other evidence of financial stability of your organization for the past three (3) years.

2.5.3 Organization profile and experience

As a minimum, it is preferred the proposer have ten years' experience with property appraisal services. The proposer must demonstrate a high degree of knowledge of the operation of local governmental units in the State of New Jersey. The proposer must also:

- Indicate the date your organization was established.

- Describe the services provided by your organization.

- Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.

- Describe the participation of women and minorities in your organization. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your organization that is owned by women and by minorities.

- Provide a description of your organization's presence in New Jersey. Note the location of each office, the number of employees resident in each office.

- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities to which your organization has provided services during the last ten (10) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your organization on that matter.

- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier.

- Describe your organization's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.

- Provide a representative listing of your organization's major private and public sector clients.

- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your organization.

2.5.4 Qualifications and Experience

- Please indicate what percentage of your organization's business is in providing property appraisal services to public entities in the State of New Jersey.

- Describe your organization's experience in providing property appraisal services to public entities in the State of New Jersey.

- State the qualifications and experience of the employees proposed to staff the work assigned. For each member of your organization that would be involved in handling the work detailed in this request for proposals, provide a detailed resume including information as to:

    - Education, including advanced degrees;

    - Number of years engaged in the designated practice area;

    - General work experience; and

    - Area(s) of specialization.

2.5.5 Compliance information and forms

As a school board insurance group, NJSIG is subject to the Public School Contracts Law ("PSCL"), (N.J.S.A. 18A:18A-1 et seq.), N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43), as well as other statutes and regulations governing public contracting in the State of New Jersey. As such, the following compliance information must be included in any contract with NJSIG.

For a summary of the forms and documentation required to be submitted to NJSIG by the PROPOSER, see the "CHECKLIST OF REQUIRED DOCUMENTS AND FORMS" at the end of this section.

2.5.5.1 Ownership disclosure form

Pursuant to N.J.S.A. 52:25-24.2, "No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of

which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed."

Thus, in the event the proposer is a corporation, partnership or limited liability company, the proposer must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

2.5.5.2 Business Registration

Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal may be cause for rejection of the proposal.

The requirement is a precondition to entering into a NJSIG contract.

Pursuant to N.J.S.A. 52:32-44, NJSIG ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.5.5.3 Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, PROPOSER must certify that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the

investment activities set forth in N.J.S.A. 52:32-56(f). The required form is attached. The requirement is a precondition to entering into a NJSIG contract.

2.5.5.4 Mandatory Equal Employment Opportunity Language

Pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 (mandatory equal employment opportunity language for goods, professional service and general service contracts), during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

2.5.5.5 Record retention

Pursuant to N.J.A.C. 17:44-2., PROPOSER shall maintain all documentation related to the products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

2.5.5.6 Subcontractor utilization form

If the PROPOSER intends to utilize a subcontractor, the Subcontractor Utilization form must be completed and submitted with the proposal. A Subcontractor Utilization form is attached.

3 Special contractual terms and conditions

The following language shall be included in all contracts with NJSIG. The following provisions are not negotiable, and by submitting a proposal SERVICE PROVIDER consents to the inclusion of these terms in any contract between SERVICE PROVIDER and NJSIG:

SERVICE LEVEL AGREEMENT. SERVICE PROVIDER shall provide priority support and service to NJSIG including all items set forth in the scope of services for RFP U-2022-0001, which is incorporated by reference.

INDEMNIFICATION. SERVICE PROVIDER shall indemnify, defend and hold NJSIG, its Board of Trustees, appointed officials and member districts harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against NJSIG, its Board of Trustees, appointed officials and member districts, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold NJSIG harmless from same.

VOLUME. NJSIG does not guarantee any minimum or maximum volume activities.

INSURANCE. SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all individuals assigned to work on this contract;

b. Employers' liability insurance with minimum limits of $1,000,000.00 each accident limit for bodily injury by accident, $1,000,000.00 policy limit for bodily injury by disease;

c. Commercial general liability insurance with limits of not less than $1,000,000 each occurrence / $2,000,000 aggregate, and errors and omissions (E&O) insurance with limits of $1,000,000 per claim / $2,000,000 aggregate, covering work performed by SERVICE PROVIDER and by SERVICE PROVIDER employees during the term of this Agreement;

d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of SERVICE PROVIDER and its employees, with limits not less than $1,000,000.00;

The insurance companies selected by SERVICE PROVIDER to provide the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

BOND: If required by the by-laws or pursuant to N.J.A.C. 11:15-2, et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to NJSIG's governing body. Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default.

CONFIDENTIALITY: All financial, statistical, personnel and/or technical data supplied by NJSIG to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from NJSIG contracting. Any attempt by another party to obtain this data must be immediately communicated to

NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

TERMINATION: NJSIG may terminate this Agreement for any reason, at any time during the term thereof by the giving of ninety (90) days written notice. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the SERVICE PROVIDER for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the SERVICE PROVIDER by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

PAYMENT: Payment shall be made once per year based on NJSIG's calculation of the annual fee, provided the SERVICE PROVIDER submits a duly authorized invoice at least twenty (20) days prior to the next regularly scheduled meeting of NJSIG's governing body. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of NJSIG.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by NJSIG and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to NJSIG.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that NJSIG has defined as proprietary without the express written consent of NJSIG. In addition, the SERVICE PROVIDER shall promptly advise NJSIG upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service

providers of NJSIG and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSIG Finance Committee via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

NEWS RELEASES: The SERVICE PROVIDER is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

ADVERTISING: The SERVICE PROVIDER shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

LICENSES AND PERMITS: The SERVICE PROVIDER shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

NON-SOLICITATION: The SERVICE PROVIDER shall not solicit NJSIG's employees for the Term plus twelve months.

LICENSURE: The SERVICE PROVIDER, along with any relevant employees, shall be licensed as required by law, and shall maintain such licensure for the duration of the contract. NJSIG may terminate the contract if the SERVICE PROVIDER fails to obtain, or maintain, such licensure.

ETHICS: The SERVICE PROVIDER shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making.

COMPLIANCE INFORMATION:

1) Required with the proposal:

- Ownership Disclosure Form (in the event the INSURER is a corporation, partnership or limited liability company) (form attached)

2) Required after request to bind, but prior to award:

- SERVICE PROVIDER's W-9
- SERVICE PROVIDER's State of New Jersey Business Registration Certificate
- Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form (form attached)
- Disclosure of Investment Activities in Iran Form (form attached)

3) Required after award, but prior to execution of the contract:

- Mandatory Equal Employment Opportunity Documentation (contractor shall submit one of the following three documents):

  Letter of Federal Affirmative Action Plan Approval, or

  Certificate of Employee Information Report, or

  Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

4 Proposal evaluation

4.1 Selection criteria

NJSIG will evaluate each Proposal submitted and at its discretion. Award of the contract will be to the proposer or proposers that provide the Proposal found to be the most advantageous to NJSIG, all things considered including price and costs. NJSIG also reserves the right to reject any or all proposals and to waive immaterial formalities. NJSIG reserves the right:

- To eliminate any proposer who submits an incomplete, inadequate proposals or is not responsive.

- To reject all proposals or any non-responsive proposals.

- To supplement, amend, or otherwise modify this RFP.

- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.

- To change or alter the schedule for any events called for in this RFP.

- To conduct investigations of any or all of the proposer and their responses as is deemed necessary or convenient, to clarify the information provided as part of the proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.

- To decline to award any contract for any purpose.

- To abandon this procurement process at NJSIG's convenience at any time for any reason.

- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous to NJSIG based upon the criteria set forth in this proposal.

- To negotiate an acceptable fee with the most qualified proposer.

- To consider and to award a proposal to a public body under applicable law.

- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.

- To award any contract subject to final adoption of all necessary authorizations.

- Any other right afforded NJSIG under the law.

The firms submitting proposals will be evaluated based on each individual proposal submitted based upon the criteria set forth below. Firms may be requested to make oral

presentations to NJSIG. If requested to make a presentation, each firm's proposed project manager must take part in the presentation. However, NJSIG may award based on the initial proposals received without discussion with the proposers. If oral presentations are required, they will be scheduled after the submission of proposals. Proposers will not be compensated for making the presentation.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. The features of the Proposal, considered together with its economic and other benefits, will form the basis for the evaluation process. The criteria for the evaluation process are weighted and are as follows:

Criteria	**Weight, %**
Technical Criteria	
1. Technical Criteria a. Does the proposer's proposal demonstrate a clear understanding of the scope of work and related objectives? b. Is the proposer's proposal complete and responsive to the specific RFP requirements? c. Has the past performance of the proposer's proposed methodology been documented? d. Does the proposer's proposal use innovative technology and techniques? e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?	35%
Management Criteria	
1. Project management: a. How well does the proposed scheduling timeline meet the contracting unit's needs? b. Is there a project management plan?	

2. History and experience in performing the work: a. Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation? b. Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? c. Does the proposer document industry or program experience? 3. Availability of personnel, facilities, equipment and other resources: a. To what extent does the proposer rely on in-house resources vs. contracted resources? b. Are the availability of in-house and contract resources documented? 4. Qualification and experience of personnel: a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? b. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments? c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?	35%
Cost Criteria	
1. Cost of goods to be provided or services to be performed: a. Relative cost: How does the cost compare to other similarly scored proposals?	

b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented? 2. Assurances of performance: a. If required, are suitable bonds, warranties, or guarantees provided? b. Does the proposal include quality control and assurance programs? 3. Proposer's financial stability and strength: a. Does the proposer have sufficient financial resources to meet its obligations?	30%

4.2 Evaluation Committee

NJSIG will convene an evaluation committee to evaluate submissions, and the committee will evaluate proposals and make a recommendation to the NJSIG Board of Trustees. The final decision to award a contract to a proposer as a result of this solicitation resides with the NJSIG Board of Trustees.

4.3 Interview

NJSIG reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal must be comprehensive and complete on its face. NJSIG reserves the right to request clarifying information subsequent to submission of the proposal.

5 Contract award

NJSIG will select the proposer as detailed above. Contract award shall be made with reasonable promptness by written notice to that responsible proposer(s), whose proposal(s), responsive to this RFP, is selected.

6 Contract administration

The NJSIG Contract Manager is the NJSIG employee responsible for the overall management and administration of the contract. The NJSIG Manager for this contract will be identified at the time of execution of contract. At that time, the proposer will be provided with the NJSIG Manager's name, department, address, telephone number, fax phone number, and email address.

7 Exhibits

7.1 Ownership disclosure form

7.2 Business Registration

7.3 Disclosure of Investment Activities in Iran

7.4 Mandatory Equal Employment Opportunity form AA302

7.5 Subcontractor utilization form